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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

U.S. EQUAL EMPLOYMENT	)	<b>Case No's.:</b>
OPPORTUNITY COMMISSION,	)	2:19-cv-01134-GMN-VCF
	)	2:19-cv-01135-RFB-EJY
Plaintiff,	)	
	)	
v.	)	<b>CONSENT DECREE;</b>
	)	<b>ORDER</b>
ENTERTAINMENT BENEFITS GROUP,	)	
LLC, et. al.,	)	
	)	
Defendant.	)	

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I.

**INTRODUCTION**

Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC” or “Plaintiff”) and Defendant Entertainment Benefits Group, LLC (“EBG” or “Defendant”) (collectively, the “Parties”) hereby stipulate and agree to entry of this Consent Decree (the “Decree”) to fully and finally resolve Plaintiff’s complaint against Defendant in U.S. Equal Employment Opportunity Commission v. Entertainment Benefits Group, LLC, et al., Case No. 2:19-cv-01134 and U.S. Equal Employment Opportunity Commission v. Entertainment Benefits Group, LLC, et al., Case No. 2:19-cv-01135 (collectively the “Actions”). On July 1, 2019, Plaintiff filed these Actions in the United States District Court, District of Nevada, for violation of Title VII of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2000e *et seq.* (“Title VII”), the Americans with Disabilities Act of 1990, *as amended* by the ADA Amendments Act of 2008 (“ADA”), and Title I of the Civil Rights Act of 1991. Plaintiff brought the Actions and sought to resolve the charges filed by Nancy Adams, Rebecca Barnabi, Tessie Jantoc, Sherri Doyle, and Jade Robinson (“Charging Parties”). The Actions allege that Defendant maintains policies and practices that resulted in Defendant discriminating against the Charging Parties Nancy Adams, Sherri Doyle, Jade Robinson, and Tessie Jantoc, and a class of similarly aggrieved employees by failing to engage in the interactive process, failing to provide reasonable accommodations for their actual disabilities, subjecting them to retaliation on the basis of their actual, record of, or perceived disabilities, subjecting employees with disabilities to an inflexible maximum leave attendance policy, and/or discriminating against, harassing, and/or discharging employees who were associated with individuals with disabilities. The Actions also allege that Charging Party Barnabi and a class of similarly aggrieved employees experienced third-party sexual harassment and were subjected to retaliation for engaging in protected activity.

1 II.

2 **PURPOSES AND SCOPE OF THE CONSENT DECREE**

3 A. The Parties agree that these Actions are fully and completely resolved by entry of  
4 this Consent Decree. The Decree is made and entered into by and between the EEOC  
5 and Defendant and shall be binding on and enforceable against Defendant and its parents,  
6 subsidiaries, officers, directors, agents, successors, and assigns. The Decree is limited in  
7 effect to Defendant's Las Vegas, Nevada operations.

8 B. The Parties have entered into this Decree for the following purposes:

- 9 1. To provide appropriate monetary and injunctive relief;  
10 2. To ensure Defendant's employment practices comply with federal law;  
11 3. To ensure a work environment free from discrimination, especially as it  
12 relates to sexual harassment, disability discrimination, and retaliation;  
13 4. To modify Defendant's policies, procedures, and practices regarding  
14 employment discrimination and harassment on the basis of sex and disability;  
15 5. To provide an appropriate and effective mechanism for handling complaints  
16 of harassment, discrimination, and retaliation;  
17 6. To provide an appropriate and effective mechanism for handling reasonable  
18 accommodation requests;  
19 7. To ensure appropriate recording keeping, reporting, and monitoring; and  
20 8. To avoid the expensive and protracted costs incident to this litigation.

21 III.

22 **GENERAL PROVISIONS**

23 A. Non-Discrimination:

24 Defendant, its officers, agents, employees (including all managerial and non-  
25 managerial employees), successors and assigns, during the period that this Decree is in  
26 effect, and all those in active concert or participation with Defendant, agree not to engage  
27 in sexual harassment in violation of Title VII, or create, facilitate, or permit a hostile  
28 work environment in violation of Title VII, including on the basis of sex.

1 B. Requests for Reasonable Accommodation:

2 Defendant, its officers, agents, management (including all supervisory employees),  
3 successors, assigns, and all those in active concert or participation with them, or any of  
4 them, agree to engage in the interactive process to identify and provide reasonable  
5 accommodations to disabled employees, including but not limited to provision of medical  
6 leave as an accommodation and extensions of such medical leave, temporary or  
7 permanent job reassignment, and/or modification of policies as appropriate. Defendant,  
8 its officers, agents, management (including all supervisory employees), successors,  
9 assigns, and all those in active concert or participation with them, or any of them, agree  
10 to ensure that disabled employees are not subjected to unlawful maximum leave and/or  
11 attendance policies for disability-related absences and/or leave.

12 C. Non-Retaliation:

13 Defendant, its officers, agents, employees (including all managerial and non-  
14 managerial employees), its successors, assigns, during the period this Decree is in effect,  
15 and all those in active concert or participation with them, agree not to implement or  
16 permit any action, policy or practice with the purpose of retaliating against any current or  
17 former employee or applicant of Defendant or its successors, or either of them, because  
18 he or she has in the past, or during the term of this Decree: (a) opposed any practice made  
19 unlawful under the ADA or Title VII; (b) filed a charge of discrimination alleging such  
20 practice; (c) participated in any manner in an internal or external investigation or  
21 proceeding relating to this case or any claim of a violation of the ADA or Title VII; (d)  
22 was identified as a possible witness or claimant in this action; and/or (e) asserted any  
23 right under this Decree; and (f) sought and/or received any relief in accordance with this  
24 Decree are associated with an employee who has engaged in the activities set forth in this  
25 section.

26 IV.

27 RELEASE OF CLAIMS

28 A. This Decree fully and completely resolves all issues, claims, and allegations raised



1 by the EEOC against Defendant in these Actions, as well as those raised by Charging  
2 Parties Nancy Adams, Rebeca Barnabi, Tessie Jantoc, Sherri Doyle, and Jade Robinson,  
3 and any other former or current employee of EBG who receives a monetary settlement in  
4 these Actions.

5 B. Nothing in this Decree shall be construed to limit or reduce Defendant's obligation  
6 to comply fully with Title VII, the ADA/ADAAA, or any other federal employment  
7 statute.

8 C. Nothing in this Decree shall be construed to preclude the EEOC from bringing suit  
9 to enforce this Decree in the event that any party fails to perform the promises and  
10 representations contained herein.

11 D. This Decree in no way affects the EEOC's right to bring, process, investigate, or  
12 litigate other charges that may later arise against Defendant in accordance with standard  
13 EEOC procedures.

#### 14 V.

#### 15 JURISDICTION

16 A. The Court has jurisdiction over the Parties and the subject matter of the Action.

17 B. The Action asserts claims that, if proven, would authorize the Court to grant the  
18 equitable relief set forth in this Decree. The terms and provisions of this Decree are fair,  
19 reasonable and just. This Decree conforms with the Federal Rules of Civil Procedure,  
20 Title VII, the ADA/ADAAA, and is not in derogation of the rights or privileges of any  
21 person.

22 C. The Court shall retain jurisdiction of this action during the duration of the Decree  
23 for the purposes of entering all orders, judgments, and decrees that may be necessary to  
24 implement the relief provided herein.

#### 25 VI.

#### 26 EFFECTIVE DATE AND DURATION OF DECREE

27 A. The provisions and agreements contained herein are effective immediately upon  
28 the date which this Decree is entered by the Court (the "Effective Date").

1 B. Except as otherwise provided herein, this Decree shall remain in effect for two  
2 (2) years after the Effective Date (the "Term"). However, if the Defendant is in full  
3 compliance with the Decree, the EEOC can sunset six (6) months prior to the two (2)  
4 year anniversary of the Decree. The EEOC shall make the final determination of  
5 Defendant's compliance with the Decree.

## 6 VII.

### 7 MODIFICATION AND SEVERABILITY

8 A. This Decree constitutes the complete understanding of the Parties with respect to  
9 the matters contained herein. No waiver, modification, or amendment of any provision of  
10 this Decree will be effective unless made in writing and signed by an authorized  
11 representative of each of the Parties.

12 B. If one or more provisions of the Decree are rendered unlawful or unenforceable,  
13 the Parties shall make good faith efforts to agree upon appropriate amendments in order  
14 to effectuate the purposes of the Decree. In any event, the remaining provisions will  
15 remain in full force and effect unless the purposes of the Decree cannot, despite the  
16 Parties' best efforts, be achieved.

17 C. By mutual agreement of the Parties, this Decree may be amended or modified in  
18 the interests of justice and fairness in order to effectuate the provisions herein.

## 19 VIII.

### 20 COMPLIANCE AND DISPUTE RESOLUTION

21 A. The Parties expressly agree that if the EEOC has reason to believe that Defendant  
22 has failed to comply with any provision of this Consent Decree, the EEOC may bring an  
23 action before this Court to enforce the Decree. Prior to initiating such action, the EEOC  
24 will notify Defendant and its legal counsel of record, in writing, of the nature of the  
25 dispute. This notice shall specify the particular provision(s) that the EEOC believes  
26 Defendant has violated or breached. Defendant shall have twenty-one (21) days from  
27 receipt of the written notice to attempt to resolve or cure the breach. The Parties may  
28 agree to extend this period upon mutual consent.

1 B. The Parties agree to cooperate with each other and use their best efforts to resolve  
2 any dispute referenced in the EEOC notice.

3 C. After thirty (30) days have passed, inclusive of the twenty-one (21) days to resolve  
4 or cure the breach, if the Parties have reached no resolution or agreement to extend the  
5 time further, the EEOC may petition this Court for resolution of the dispute, seeking all  
6 available relief, including an extension of the term of the Decree, the EEOC's costs and  
7 any attorneys' fees incurred in securing compliance with the Decree, and/or any other  
8 relief the court deems appropriate..

### 9 IX.

#### 10 MONETARY AND CLAIMANT-SPECIFIC RELIEF

11 A. Monetary Relief. Defendant will pay a total of \$925,000 (the "Settlement Fund")  
12 in monetary relief to resolve this action. The EEOC has full and complete discretion  
13 under the terms of the Decree to determine the amount and characterization of payment,  
14 if any, to the Charging Parties and the Claimants already identified by the EEOC, (the  
15 "Identified Claimants"). The EEOC also has full and complete discretion under the terms  
16 of the Decree to determine whether any currently unidentified and unnamed former or  
17 current employees of EBG ("Unidentified Claimants") are entitled to a portion of the  
18 Settlement Fund, and if so, the amount and characterization of such payment.

#### 19 B. Monetary Relief for Charging Parties and Identified Claimants

20 1. In settlement of the claims of Charging Parties, the Identified Claimants and  
21 any currently Unidentified Claimants (collectively referred to as the "Claimants"),  
22 Defendant shall pay the Settlement Fund amount.

23 2. The EEOC shall provide to Defendant a Distribution List designating  
24 payment amounts to each Claimant. The EEOC's Distribution List shall include back  
25 pay and compensatory damages, if any, as designated by the EEOC.

26 3. Within ten (10) business days of receiving the EEOC's Distribution List,  
27 Defendant shall send a check, via first class, certified mail, in the amount designated in  
28 the EEOC's Distribution List, to the Claimants to the addresses provided in the



1 Distribution List. For each check constituting back pay, Defendant shall make the  
2 deductions required by law, including but not limited to the employer contributions for  
3 FICA and FUTA taxes. Each check will remain valid for 180 days. In the event that any  
4 checks are returned or otherwise not cashed, the Parties will work together to ensure the  
5 checks are re-issued in a timely manner.

6 4. Within ten (10) business days of mailing the aforementioned payments,  
7 Defendant shall submit copies of the checks and any related correspondence as well as a  
8 report regarding the mailing of the checks to Regional Attorney, Anna Y. Park, U.S.  
9 Equal Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los  
10 Angeles, CA 90012.

11 5. Defendant shall prepare and distribute W2 and 1099 reporting forms to each  
12 Claimant based on last known addresses or addresses provided by the EEOC and shall  
13 make any appropriate reports for each to the Internal Revenue Service and other tax  
14 authorities. Defendant shall be solely responsible for any costs associated with issuing  
15 and distributing W2s and 1099s to the Claimants. Within ten (10) business days of the  
16 issuance of any W2 or 1099 form, Defendant shall provide a copy of the related  
17 correspondence to the Regional Attorney, Anna Y. Park, U.S. Equal Employment  
18 Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles, CA 90012.

## 19 X.

### 20 SPECIFIC INJUNCTIVE RELIEF

21 Section X applies to all of Defendant's Nevada facilities and locations.

22 A. During the duration of this Decree, Defendant shall:

23 1. Ensure that all Human Resources employees have the skill level to effectuate  
24 the requirements of Title VII and this Decree;

25 2. Promptly investigate any complaint of discrimination, harassment, or  
26 retaliation to ensure compliance with Title VII, the ADA, and this Decree;

27 3. Ensure that Defendant does not rely on its Business Partners' policies and  
28 practices to justify retaliation against its employees;



1           4.     Ensure that Defendant's reports required by Section X.H of this Decree are  
2 accurately compiled and timely submitted;

3           5.     Ensure the retention and maintenance of any documents or records required  
4 by this Decree;

5           6.     Ensure the distribution of any documents and Notice Posting as required by  
6 this Decree;

7           7.     Ensure that supervisors respond promptly to all reports of sexual harassment  
8 by contacting Human Resources;

9           8.     Maintain a centralized tracking system of all complaints of discrimination,  
10 harassment, and retaliation; and

11          9.     Otherwise ensure Defendant's compliance with this Consent Decree.

12 **B.    Accommodation Log**

13           Within thirty (30) days of the Effective Date, Defendant shall create and maintain  
14 an Accommodation Log that documents any accommodation requests pertaining to any  
15 applicant or employee in Nevada. Defendant shall retain all documents relating to any  
16 accommodation requests identified in the Accommodation Log. In the event an  
17 employee makes any subsequent request to modify an accommodation or implement a  
18 different accommodation, Defendant shall include in the Accommodation Log the  
19 information required by this section. The Accommodation Log shall include the  
20 following information:

- 21           1.     Name of the person making the request;
- 22           2.     Date of the request;
- 23           3.     Physical or mental impairment identified by the applicant or employee;
- 24           4.     Any person to whom the request for accommodation was made;
- 25           5.     Accommodation(s) requested, if any;
- 26           6.     Any person involved in the interactive process;
- 27           7.     Any records or documents made or reviewed in the course of engaging in the  
28 interactive process;

1           8.     Any person involved in the decision-making process regarding the request  
2 for accommodation;

3           9.     Accommodation provided, if any;

4           10.    The reason for the decision to provide or refuse any accommodation;

5           11.    Complaints made by individuals regarding accommodation issues, disability  
6 discrimination issues, and/or retaliation issues; and

7           12.    Whether any modification or additional accommodations in conjunction  
8 with the original accommodation were sought and if such requests were granted or  
9 denied.

10 C.    Training

11        1.     Training of All Nevada Non-Managerial Employees

12        Within ninety (90) days of the Effective Date of this Decree, and then on an annual  
13 basis thereafter, Defendant shall provide training lasting at least two (2) hours in duration  
14 all of Defendant's Nevada employees. The training shall cover Defendant's policies and  
15 procedures and federal anti-discrimination laws with an emphasis on sex discrimination,  
16 harassment, retaliation, disability discrimination, the interactive process, reasonable  
17 accommodations, and leave requests as a reasonable accommodation.

18        2.     Training for Executives, Management, and Human Resources

19        Within ninety (90) days of the Effective Date of this Decree, and then on an annual  
20 basis thereafter, Defendant, shall provide training to all executives, managers, human  
21 resources personnel, and any other staff members who are responsible for (1) handling  
22 and investigating complaints of discrimination, harassment, and retaliation for  
23 Defendant's Nevada employees; (2) engaging in the interactive process and/or processing  
24 reasonable accommodation requests for Defendant's Nevada employees; and (3) any staff  
25 members who are responsible for determining whether leave is a reasonable  
26 accommodation for Defendant's Nevada employees. The training shall include the  
27 following:

28           a.    How to properly handle and investigate complaints of discrimination,

1 harassment, and retaliation fairly and impartially;

2 b. How to recognize an accommodation request or a potential need for  
3 an accommodation for individuals with disabilities; and

4 c. The duties regarding the Accommodation Log set forth in Section X.B  
5 above.

6 Where an employee covered under this subsection is unable to attend the scheduled  
7 training, Defendant shall provide a training at an alternative session covering the same  
8 issues set forth above within ten (10) days of the training. All persons required to attend  
9 such training shall verify their attendance in writing.

10 Within ten (10) days of the hire date or promotion date of any employee who is  
11 covered by this subsection who is hired after the training but within the term of the  
12 Decree, Defendant shall provide a training covering the same issues set forth above. All  
13 persons required to attend such training shall verify their attendance in writing.

### 14 3. Verification of Training

15 a. Within ninety (90) days of the Effective Date, Defendant shall  
16 produce to the EEOC documents verifying the occurrence of all training sessions  
17 conducted as required under this Decree, including the written training materials used, a  
18 description of the training provided, a list of the individuals who conducted the training,  
19 and a list of the names and job titles of attendees at each training session.

### 20 D. Posting

21 Within ten (10) business days after the Effective Date and for the duration of the  
22 Decree, Defendant shall post the notice attached to the Decree as Exhibit A, in a clearly  
23 visible location frequented by employees at all of Defendant's Nevada locations. Within  
24 thirty (30) days of the Effective Date, Defendant shall submit to the EEOC a statement  
25 confirming the posting of the Notice of Consent Decree.

### 26 E. Distribution of Memorandum to Nevada Employees

27 Within ten (10) business days after the Effective Date, Defendant shall distribute  
28 the Memorandum to all Nevada employees stating Defendant's commitment to

1 complying with its obligations under the ADA and Title VII, which is attached to this  
2 Decree as Exhibit B. Within thirty (30) days of the Effective Date, Defendant shall  
3 submit to the EEOC a statement confirming distribution of the Memorandum.

4 F. Recordkeeping

5 For the duration of the Decree, Defendant agrees to establish and maintain a record  
6 keeping procedure that provides for the centralized tracking of discrimination,  
7 harassment, and retaliation complaints, and maintains records as are necessary to  
8 demonstrate its compliance with this Decree and to verify the reports submitted are  
9 accurate. The records to be maintained shall include:

- 10 1. Defendant's Accommodation Log as set forth in Section X.B;
- 11 2. All complaints of discrimination, harassment, or retaliation and all relevant  
12 documents and communications related to each complaint;
- 13 3. All communications regarding the interactive process and/or requests and/or  
14 discussions about the need for reasonable accommodations;
- 15 4. All forms acknowledging every Nevada employee's receipt of the  
16 Memorandum as required under Section X.E; and
- 17 5. All documents verifying the occurrence of all training sessions, including  
18 names and positions for all attendees for each section as required under Section X.C of  
19 this Decree.

20 G. Reporting

- 21 1. Within ninety (90) days after the Effective Date, Defendant shall submit to  
22 the EEOC an initial report containing:
  - 23 a. A statement confirming the posting of the Notice of Consent Decree,  
24 as required by Section X.D of this Decree;
  - 25 b. A statement confirming the distribution of the Memorandum to all  
26 Nevada employees as required by Section X.E of this Decree;
  - 27 c. A copy of Defendant's revised policies as procedures as required by  
28 Section X.F; and



1 d. Documents verifying the occurrence of all training sessions conducted  
2 as required under Section X.C of this Decree.

3 2. Defendant shall provide the following reports annually throughout the term  
4 of this Decree:

5 a. Verification that the each required training has occurred as required in  
6 Section X.C;

7 b. Defendant's Accommodation Log as required in Section X.B; and

8 c. A description of all discrimination, harassment, and retaliation  
9 complaints in Nevada that were made, investigated, or resolved in the past year, including  
10 the names of the complainants; the nature of the complaint; the names of the alleged  
11 perpetrators of discrimination; harassment or retaliation; the dates of the alleged  
12 harassment or retaliation; a brief summary of how each complaint was resolved; and the  
13 identity of each Defendant employee(s) who investigated or resolved each complaint and  
14 the identity and most recent contact information for each witness identified by the  
15 complainant and/or investigation; and

16 d. A report regarding Defendant's compliance with Section X.A.

17 **XI.**

18 **COSTS OF ADMINISTRATION AND IMPLEMENTATION**  
19 **OF CONSENT DECREE**

20 Defendant shall bear all costs associated with the administration and  
21 implementation of its obligations under this Consent Decree.

22 **XII.**

23 **COSTS AND ATTORNEYS' FEES**

24 Each party shall bear its own costs of suit and attorneys' fees.

25 **XIII.**

26 **MISCELLANEOUS PROVISIONS**

27 A. Unless otherwise stated, all notices, reports, and correspondence required under  
28 this Decree shall be delivered to the attention of Anna Y. Park, Regional Attorney, U.S.

1 Equal Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los  
2 Angeles, CA, 90012; facsimile number (213) 894-1301.

3 B. The Parties agree to entry of this Decree and judgment subject to final approval by  
4 the Court. All parties, through the undersigned, respectfully apply for and consent to this  
5 entry of this Consent Decree Order.


6 Respectfully submitted,

7  
8 U.S. EQUAL EMPLOYMENT  
9 OPPORTUNITY COMMISSION

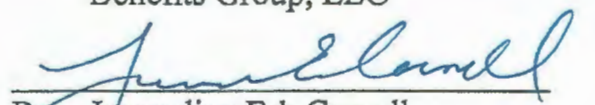
10 Date: August 7, 2019

11   
12 By: Anna Y. Park  
13 Attorney for Plaintiff EEOC

14 Date: August 2, 2019

15   
16 By: Paul Grossman  
17 Attorney for Defendant Entertainment  
18 Benefits Group, LLC

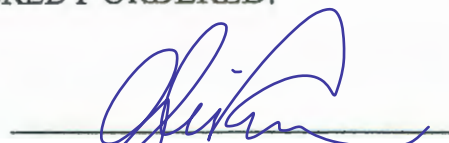
19 Date: August 5, 2019

20   
21 By: Jacqueline Erb Cornell,  
22 General Counsel  
23 Representative of Defendant  
24 Entertainment Benefits Group, LLC

25 **ORDER**

26 The provisions of the foregoing Consent Decree are hereby approved and  
27 compliance with all provisions thereof is HEREBY ORDERED.

28 Dated this 20 day of September, 2019

  
Gloria M. Navarro, District Judge  
United States District Court